

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000283240
W.B. Mason Co., Inc.
68 Nesti Drive
South Burlington VT 05403
United States

Contract ID 0000000000000000000026307		Page 2 of 4
Contract Dates 04/10/2014 to 04/02/2016	Origin CPS	
Description: CPS - WATER AND COOLERS	Contract Maximum \$999,999.99	
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 888/926-2766

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

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THE WATER TO BE PROVIDED MUST NOT CONTAIN ANY CHLORINE, SODIUM, HAZARDOUS CHEMICALS AND HAVE LOW LEVELS OF MINERAL CONTENT						

CONTRACTOR MUST PROVIDE CERTIFIED LAB REPORTS VERIFYING THE WATER CONTENT.

EQUIPMENT: THE COOLER WILL REMAIN THE PROPERTY OF THIS CONTRACTOR AND ARE THE RESPONSIBILITY OF THE VENDOR TO MAINTAIN AND SERVICE ON AN AS NEEDED BASIS. ALL EQUIPMENT SHALL BE CLEAN AND IN GOOD WORKING ORDER. AN ANNUAL CLEANING AND INVENTORY OF ALL EQUIPMENT, WATER COOLERS WILL BE PERFORMED EACH AUGUST. ALL REPAIRS AND REPLACEMENT OF ANY DEFECTIVE EQUIPMENT ARE TO BE COMPLETED WITHIN ONE BUSINESS. FULL MAINTENANCE OF ALL EQUIPMENT IS TO BE INCLUDED IN THE MONTHLY RENTAL FEE. ALL REPAIRS AND UPDATES TO EQUIPMENT SHALL BE AT THE COST OF THE CONTRACTOR. A LIST OF LOCATIONS AND SERIAL NUMBERS SHALL BE SUBMITTED TO EACH BUSINESS OFFICE WITHIN 3 DAYS AFTER EQUIPMENT IS INSTALLED.

INVENTORY: THE INVENTORY OF WATER ONSITE IS TO BE MAINTAINED AT A LEVEL SUFFICIENT TO SUPPLY OFFICES FOR TWO WEEKS. THIS LEVEL WILL BE DETERMINED AND MAY BE MODIFIED BY THE DEPARTMENT/DIVISION SUPERVISOR.

CONTRACTOR PROVIDES FREE, NEXT DAY DELIVERY WITH NO MINIMUM ORDER REQUIREMENTS ON ALL ORDERS PLACED BEFORE 5:30 PM.

VENDOR CONTACT INFORMATION:

CUSTOMER SERVICE:

SHERRY WHITE,
TELEPHONE: 1-888-926-2766 X8869
E-MAIL: SHERRY.WHITE@WBMASON.COM

ALTERNATE CUSTOMER SERVICE:

JESSICA KING
TELEPHONE: 1-888-926-2766 X8858
EMAIL: JESSICA.KING@WBMASON.COM

SALES SUPPORT:

ELISSA ANDREWS
TELEPHONE 1-888-926-2766 x1076
FAX 866-900-9169
EMAIL: ELISSA.ANDREWS@WBMASON.COM

EMERGENCY CONTACT:

BOB LaROSE
BOB.LAROSE@W.B.MASON.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

CHANGE #1 - THIS CHANGE ORDER IS TO ADD THREE ITEMS TO THE EXISTING CONTRACT PER A REQUEST FROM USERS. PRICING PER W.B.MASON. ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY OR ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____